U.S. Department of Justice Washington, DC 20530

Exhibit A To Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. 2. Registration No. 1. Name and address of registrant Sitrick And Company 1840 Century Park East, Suite 800 Los Angeles, CA 90067 4. Principal address of foreign principal 3. Name of foreign principal 11766 Wilshire Blvd., Suite 1410 Republic of Azerbaijan The Consulate General of the Republic of Azerbaijan Los Angeles, CA 90025 Elin Suleymanov, Consul General 5. Indicate whether your foreign principal is one of the following: Foreign government Foreign political party Foreign or domestic organization: If either, check one of the following: Committee Partnership Corporation ☐ Voluntary group Other (specify): ☐ Association ☐ Individual-State nationality 6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant. The Consulate General of the Republic of Azerbaijan b) Name and title of official with whom registrant deals. Elin Suleymanov, Consul General 7. If the foreign principal is a foreign political party, state: a) Principal address. b) Name and title of official with whom registrant deals. c) Principal aim.

8. If the foreign principal is not a foreign government or a foreign political party,		
a) State the nature of the business or activity of this foreign principal		
b) Is this foreign principal		
Supervised by a foreign government, foreign political party, or other foreign principal	Yes 🗌	No 🗌
Owned by a foreign government, foreign political party, or other foreign principal	Yes 🗌	No 🗌
Directed by a foreign government, foreign political party, or other foreign principal	Yes 🗌	No 🗆
Controlled by a foreign government, foreign political party, or other foreign principal	Yes 🗌	No 🗌
Financed by a foreign government, foreign political party, or other foreign principal	Yes 🗌	No 🗌
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes 🗌	No 🗌
9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page mus	t be used.)	
2. Explain rang an items and items a		
10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign	on political part	v or other foreign
principal, state who owns and controls it.	gii political part	, or other rereign
Date of Exhibit A Name and Title Signature	1//	
Millin I	field.	
12/24/07 Michael SSITTICK, CEO ////	gier a	
1/07/04		

U.S. Department of Justice Washington, DC 20530

Exhibit B To Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration No.	0
Sitrick And Company	5777	7 000 C N/1/4
		$G = \{ \pi \}$
3. Name of Foreign Principal		
Consulate General of Azerbaijan Eliun Suleymanov, Consul General		
	Check Appropriate Boxes:	15 52
4. The agreement between the registrant and the abo a copy of the contract to this exhibit.	ve-named foreign principal is a formal writte	en contract. If this box is checked, attach
5. There is no formal written contract between the reprincipal has resulted from an exchange of correspondence copy of any initial proposal which has been adopted by re	ce. If this box is checked, attach a copy of a	ement with the above-named foreign ll pertinent correspondence, including a
6. The agreement or understanding between the regis	strant and the foreign principal is the result of box is checked, give a complete description	of neither a formal written contract nor an below of the terms and conditions of the

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Sitrick And Company will provide The Consulate General of the Republic of Azerbaijan and Consul General Elin Suleymanov with public relations advice and services.

8.	Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.
S	Sitrick And Company will provide The Consulate General of Azerbaijan and Consul General Elin Suleymanov with public relations advice and services.
9.	Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No
	If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.
	The Registrant's activities may include communications on behalf of the foreign principal with elected and appointed state, county and municipal officials, government agencies, civic groups and nationality groups.
Ē	Date of Exhibit B Name and Title Signature
_/	2/24/07 Michael Sitrick oco /// Mille
	What will be the same intends to in any way influence

Footnote: Political activity as defined in Section 1(0) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

SITRICK AND COMPANY INC.

LOS ANGELES • NEW YORK

December 5, 2007

Mr. Elin Suleymanov Consul General Consulate General of the Republic of Azerbaijan 11766 Wilshire Bl., Suite 1410 Los Angeles, CA 90025

Dear Mr. Suleymanov:

This letter, when accepted by you below on behalf of The Republic of Azerbaijan (the "Client") and accepted by Elin Suleymanov, Consul General ("Attorney"), as counsel for the Client, will constitute the agreement with respect to the engagement of Sitrick And Company Inc., a California corporation ("Sitrick"), on the following terms and conditions:

- 1. The Client and Attorney, as counsel for the Client, have retained Sitrick to provide advice and public relations services effective as of December 5, 2007, which services are intended to facilitate Client in seeking and Attorney in providing legal advice.
- 2. Client shall pay Sitrick a non-refundable retainer of \$60,000 as a minimum, annual fee. Sitrick's time charges will be billed against the retainer at the hourly rate range of \$165 to \$725 depending on the person performing the services; paraprofessional/assistant time is billed at \$55.00 per hour. When the retainer has been applied against time charges, additional time charges in any year will be billed as incurred and are payable within twenty days after receipt. Charges are computed on a portal-to-portal basis for any travel time for meetings held outside of Sitrick's offices. Time is billed by Sitrick in increments of one-quarter of an hour. Client's obligation to pay Sitrick for time charged is not contingent upon obtaining any particular result(s) or on the outcome of any litigation Attorney is handling for Client.

Please review our bills each month upon receipt. If you have any questions, please feel free to call. However, unless we receive written notification to the contrary within thirty days of the date of the invoice, we will assume that there are no objections to the invoice as submitted, and in the absence of such written objection, the Client agrees to the reasonableness and necessasariness of the bill.

3. The Client shall reimburse Sitrick within twenty (20) days of invoice date for any and all out of pocket costs and expenses incurred by Sitrick in connection with its engagement hereunder, including without limitation, travel costs, production costs, long distance and photocopy charges, and other out-of-pocket costs and expenses. With respect to travel costs, Client will reimburse Sitrick for actual costs incurred, unless a private plane is used without Client's approval, in which case Client will reimburse Sitrick for the transportation costs (and time) that Sitrick would have incurred by using a commercial carrier. Reimbursable costs are not applied against the retainer and will be billed

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monthly by Sitrick. Client's obligation to reimburse Sitrick is not contingent upon obtaining any particular result(s) or on the outcome of any litigation Attorney is handling for Client.

- 4. Any sums not paid to Sitrick pursuant to this agreement within thirty (30) days of the date of each and every Sitrick invoice automatically shall bear interest at the rate of ten percent per annum.
- 5. Although Sitrick's invoices in the ordinary course will be transmitted to Attorney as agent for Client rather than directly to Client, Sitrick acknowledges that its services being provided pursuant to this letter agreement are for the benefit of Client and that Attorney, as Client's counsel, shall not be responsible for any fees, costs or expenses incurred in connection with Sitrick's services.

In addition, we customarily request a "success fee" if we believe we have performed services for a client which result in significant benefits to the client beyond those we believe a normal public relations firm could achieve. Obviously, we would discuss any such proposed fee with you if we believe it is warranted, as such fee would be subject to your approval.

- 7. Sitrick And Company's engagement hereunder may be terminated by either party on 30 days prior written notice. All provisions of this letter relating to the payment of fees and expenses and indemnification will survive any termination of the engagement by either party. All the provisions of this letter contained in paragraphs 5, 7, 8 and 9 will survive for a period of two years following the date of any termination of the engagement by either party.
- 8. In the event any employee of Sitrick, at any time is required or requested to participate or provide testimony, documents or other evidence in any action, arbitration or other proceeding relating, directly or indirectly, to our engagement, whether or not our engagement has been terminated, the Client shall pay Sitrick for the time spent in preparing for and providing such participation or testimony, at Sitrick's then standard billing rates, and for any costs and expenses, including attorneys fees, incurred in connection therewith.
- 9. Client agrees to indemnify and hold harmless Sitrick, its shareholders, officers, directors, employees and agents (each such entity or person being referred to as an "Indemnified Person") from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorney's fees) which any Indemnified Person may be subject to or incur in connection with the services rendered by Sitrick to Client and/or Attorney. This paragraph shall not apply to any such losses, claims, damages, liabilities, costs or expenses of any Indemnified Person that are judicially determined to have resulted from Sitrick's or such other Indemnified Person's gross negligence or willful misconduct.
- 10. Each of the parties hereto agrees to keep this letter agreement, and the terms and conditions hereof, including billing statements and time sheets, strictly confidential, except only as may be necessary to enforce this letter. All communications, correspondence, instruments and writings between Sitrick and Attorney shall be deemed to constitute attorney work-product and otherwise protected by the attorney-client

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- privilege. Each of the parties agrees not to solicit for employment, nor employ, any employee of the other during the pending of Sitrick's engagement and for a period of two years thereafter.
- 11. If an action is commenced to enforce any provision of this letter agreement, the prevailing party shall be entitled to reasonable attorney fees. Any controversy, claim or dispute relating to this letter agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association pursuant to an arbitration conducted in Los Angeles County, California. Judgment upon such arbitration may be entered in any court having jurisdiction thereof.
- 12. This letter agreement shall be interpreted and enforced in accordance with the substantive laws of the State of California applicable to contracts made and to be performed therein.
- 13. In the event that one or more of the provisions contained herein are held to be invalid by a court of competent jurisdiction, the remainder of the contract is severable therefrom and will continue in full force and effect.

Very truly yours, Sitrick And Company Inc.

Michael Sitrick

Chairman and Chief Executive Officer

AGREED TO AND ACCEPTED THEDAY OF	IS -
'Attorney''	
Counsel to Client	-
Зу	

AGREED TO AND ACCEPTED THIS 7 DAY OF December 02

Elin Serleymanov

"Client"

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SITRICK AND COMPANY INC.

LOS ANGELES • NEW YORK

December 5, 2007

Mr. Elin Suleymanov Consul General Consulate General of the Republic of Azerbaijan 11766 Wilshire Bl., Suite 1410 Los Angeles, CA 90025

Re: The Republic of Azerbaijan

INVOICE

Retainer for the period beginning:

December 5, 2007\$60,000.00

Refundable Expense advance\$\frac{10,000.00}{2000}

TOTAL DUE

\$6000 00 \50 000 MM

Please wire transfer funds to:

CITY NATIONAL BANK
CREDIT ACCOUNT OF: SITRICK AND COMPANY
ABA ROUTING NO.:
CREDIT ACCOUNT NO.:
ATTN: DAVE NATHAN

or

Please make check payable to:

SITRICK AND COMPANY INC. 1840 Century Park East, Suite 800 Los Angeles, CA 90067 (310) 788-2850 Fed. ID No. 95-4198788

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